

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

IN RE: _____)
Maurice P. Carter) No. 19 B 32518
Debtor, _____)

) Chapter 13
)
)
) Judge Jack B. Schmetterer

NOTICE OF MOTION

TO: David M. Siegel & _____
Associates _____ Maurice P. Carter
790 Chaddick Drive 55 E. Monroe St., Ste. 3850 Sharon Ross
Wheeling, IL 60090 Chicago, IL 60603 144 N. Waller Ave., # 2E
Chicago, IL 60644

PLEASE TAKE NOTICE THAT on February 12, 2020, at 10:00a.m., or as soon thereafter as counsel may be heard, I shall appear before the Honorable Jack B. Schmetterer in Courtroom 682 at the U.S. Courthouse, 219 S. Dearborn Street, Chicago, Illinois 60604 or any other judge sitting in his stead, and then and there present MOTION FOR RELIEF FROM THE AUTOMATIC STAY AND TERMINATION OF CO-DEBTOR STAY , a copy of which is attached hereto and is herewith served upon you.

/s/ Kenneth B. Drost
KENNETH B. DROST
Attorney for Gateway One Lending & Finance

Drost, Gilbert, Andrew & Apicella, LLC
4811 Emerson Ave., Suite 110
Palatine, IL 60067
(847) 934-6000
Attorney No. 03123292

CERTIFICATE OF SERVICE

I, Kenneth B. Drost, an attorney, certify that I served a copy of the foregoing MOTION FOR RELIEF FROM THE AUTOMATIC STAY AND TERMINATION OF CO-DEBTOR STAY on February 4, 2020 via U.S. Mail to the Debtor, and electronic notice through the CM/ECF system to all other parties before the hour of 5:00 p.m.

/s/ Kenneth B. Drost
KENNETH B. DROST

**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION**

IN RE:)
)
Maurice P. Carter)
)
Debtor,)
)

)
Gateway One Lending & Finance,)
)
Movant,) No. 19 B 32518
vs.)
)
Maurice P. Carter and Lydia Meyer,)
Bankruptcy Chapter 13 Trustee) Chapter 13
)
Respondents)
)
)

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY AND
TERMINATION OF CO-DEBTOR STAY**

Movant Gateway One Lending & Finance, hereby moves the Court for an Order granting relief from the automatic stay, and in support thereof, states as follows:

1. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 151, 157, and 1334.
2. Venue of this action is proper in this District pursuant to 28 U.S.C. § 1472.
3. On or about November 15, 2019, a Voluntary Petition under Chapter 13 of the Bankruptcy Code was filed by Debtor(s) Maurice P. Carter, which is presently pending in the above entitled Court.
4. Lydia Meyer is the duly appointed Chapter 13 Trustee and is included as a party in

this Motion in his capacity as Trustee only.

5. On or about June 17, 2016, Debtor(s) entered into a written, Retail Installment Contract ("Contract") with Uptown Motors, Inc., whereby said Debtor(s) purchased a 2008 Mercedes-Benz S Class, Serial No. WDDNG71XX8A157763 (the "Vehicle"). Sharon Ross is jointly liable with Debtor on this obligation.

6. On or about the above referenced date, and as a part of the above described transaction, Uptown Motors, Inc. sold, assigned and transferred to Movant all its right, title and interest in and to the subject Vehicle. A true and correct copy of the above described Contract and Assignment is attached hereto as Exhibit 1 and incorporated herein by reference.

7. Pursuant to said Contract, Debtor(s) went into possession of the above described vehicle. At all times herein mentioned, Movant has had a perfected first security interest in the vehicle. A copy of the State of Illinois Certificate of Title commencing the security interest of Movant is attached hereto as Exhibit 2.

8. On or about January 8, 2020, Debtor's Chapter 13 Plan was confirmed calling for direct payments to Movant; however Debtor is currently in default in the amount of \$990.96. Another payment in the amount of \$495.48 will be due February 6, 2020, before this motion is heard. A copy of Debtor's pay history is attached hereto as Exhibit 3.

9. Movant is informed and believes that the Debtor has failed to maintain insurance on the vehicle naming Movant as loss payee, thereby impairing the value of Movant's collateral.

10. The current estimated value of the vehicle is \$10,450.00, according to present market values.

11. As a result of Debtor's default and pursuant to the terms of the Contract, Movant is

entitled to accelerate the total amount of the Contract and the amount presently due and owing from Debtor(s) to Movant is \$12,863.16. Accordingly, Debtor has no equity in the Vehicle. Movant has a claim against Debtor and Sharon Ross in this amount. Pursuant to the terms of the Contract, Movant is entitled to liquidate the vehicle and apply the proceeds to the amount of the debt.

12. As between Debtor and Sharon Ross, Sharon Ross received the consideration for the claim held by Movant.

13. If the stay is lifted, Debtor's Chapter 13 plan will not pay Movant's claim.

14. Movant's interest would be irreparably harmed by the continuation of the stay imposed by 11 U.S.C. § 1301 with respect to Sharon Ross.

15. Additionally, Movant requests that the Debtor(s) be required to assemble and deliver the collateral to Movant, or, in the alternative, to the Trustee pursuant to 11 U.S.C. § 521(4), and that the provisions of Bankruptcy Rule 4001(a)(3) not apply to the relief sought by Movant in this Motion.

WHEREFORE, Movant Gateway One Lending & Finance asks this Court to enter an Order granting relief from the automatic stay imposed by 11 U.S.C § 362, permitting Movant to repossess and/or sell the vehicle described herein and apply the proceeds to the debt, and terminating the co-debtor stay imposed by 11 U.S.C. § 1301(a) with respect to Sharon Ross

Respectfully submitted,

Gateway One Lending & Finance

By: /s/ Kenneth B. Drost
One of its attorneys

Kenneth B. Drost
Drost, Gilbert, Andrew & Apicella, LLC
4811 Emerson Ave., Suite 110
Palatine, IL 60067
(847) 934-6000
Attorney No. 03123292